

THE JUDICIARY  
STATE OF HAWAII

RFP NO. J07106

ADDITIONAL HEALTH &  
HUMAN SERVICES FOR  
FISCAL YEAR 2007 AND  
FISCAL BIENNIUMS  
2007 - 2011

OCTOBER 25, 2006



**Office of the Administrative Director — Fiscal Office, Support Services Division**

THE JUDICIARY • STATE OF HAWAII • 1111 ALAKEA STREET, 6TH FLOOR • HONOLULU, HAWAII 96813-2807  
TELEPHONE (808) 538-5805 • FAX (808) 538-5802

**NOTICE TO APPLICANTS**

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or email for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

**Registration**

Submit FAX or Email to: FAX No.: (808-) 538-5802  
Email: [naty.b.butay@courts.state.hi.us](mailto:naty.b.butay@courts.state.hi.us)

Provide the following information:

- |                       |   |                          |
|-----------------------|---|--------------------------|
| • Name of Company     | • Mailing Address   | • Name of Contact Person |
| • Telephone Number    | • FAX Number  | • Email Address          |
| • Solicitation Number | • Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided.) |                          |

October 25, 2006

To: All Applicants

From: Janell M. Kim, Financial Services Administrator  
The Judiciary, State of Hawaii

Subject: Notice of Request for Proposals No. J07106  
For Additional Health & Human Services for Fiscal Year 2007  
With Extension Options through Fiscal Bienniums 2007 - 2011

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants to provide Health & Human Services for Fiscal Year 2007 and options through Fiscal Bienniums 2007 - 2011. This Request for Proposals is for the following Juvenile Client & Family Services of the First Circuit Court (Oahu) only: (1) Service Specification **2.1, In-Community Service (Mental Health Evaluations)** and (2) Service Specification **2.2, In-Community Service (Prosocial Activity)**. The tentative contract terms will be primarily for the period December 1, 2006 through August 31, 2007 and April 1, 2007 through June 30, 2008, and may be extended for multiple terms through June 30, 2011, subject to availability of funds. The proposal application and contract award procedures are in accordance with Chapter 103F, Hawaii Revised Statutes, as amended. Multiple contracts will be awarded pursuant to each service specification under this Request For Proposals (RFP).

The attached packet of materials outline the requirements for proposal applications. It includes the administrative requirements, service specifications, application form, and other information. This RFP is available on our Judiciary web site at <http://www4.hawaii.gov/jud> under "General Information / Business with the Judiciary", or from the Contracts & Purchasing Office listed below, or from the contract persons listed in the RFP Section Two - Service Specifications.

Persons or organizations must submit three (3) sets (Orig. + 2 copies) of their completed

proposal applications (in hard copy or in PDF format on CD) and they **must be postmarked (by US Postal Service) before midnight on November 22, 2006**, to the following address:

The Judiciary, State of Hawaii  
Financial Services Division  
Contracts & Purchasing Office  
Kauikeaouli Hale (District Court Building)  
1111 Alakea Street, 6<sup>th</sup> Floor  
Honolulu, HI 96813-2807

**Proposals postmarked or hand delivered after the appropriate dates and times will not be considered and will be returned to the applicant unopened. (See Section 1.8.8 - Proposal Submittal, for postmark or hand delivery restrictions.)**

The actual funding of the contract will be based on the proposal applications submitted by the applicants and the service required by the Judiciary. The Administrative Director of the Courts reserves the right and power to award the contract in any manner which he deems to be in the best interest of the Judiciary.

The Judiciary will conduct an orientation meeting on the following date, location and times indicated:

<b>November 9, 2006</b>	<b>Oahu</b>	<b>First Circuit Court</b>	<b>9:00 a.m. - 11:00 a.m.</b>
		3 <sup>rd</sup> Floor Multi-purpose Room	
		Ka'ahumanu Hale	
		777 Punchbowl St., Honolulu, HI	
		Contact: Naty Butay	Ph. 808-538-5805
		Email: <a href="mailto:naty.b.butay@courts.state.hi.us">naty.b.butay@courts.state.hi.us</a>	

**All prospective applicants are encouraged to attend the orientation and to bring their RFP packets with them.**

Program questions may be directed to the appropriate contact persons listed in the RFP Section Two - Service Specifications. Other questions regarding this RFP may be directed to Jonathan Wong in the Contracts & Purchasing Office at 808-538-5805, or Email: [naty.b.butay@courts.state.hi.us](mailto:naty.b.butay@courts.state.hi.us).



JANELL M KIM

(SPO & JUD Websites: October 25, 2006)

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# SECTION ONE

## ADMINISTRATIVE OVERVIEW

## SECTION ONE - ADMINISTRATIVE OVERVIEW

Applicants are encouraged to read each section of this RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of this RFP.

### 1.1 Procurement Timetable

Activity	Scheduled Date
A. Public Notice announcing RFP	October 25, 2006
B. Distribution of RFP	October 25, 2006 - November 22, 2006
C. RFP orientation session	9:00 a.m. November 9, 2006
D. Closing date for submission of written questions for written responses	4:00 p.m. or postmarked November 9, 2006
E. Judiciary's response to applicants' written questions	November 13, 2006
F. Discussions with applicants prior to submittal deadline (optional).	November 14 2006 - November 22, 2006
G. PROPOSAL SUBMITTAL DEADLINE	4:00 p.m. or Postmarked <b>November 22, 2006</b>
H. Discussions with applicants after submittal deadline (optional).	November - December 2006
I. Final revised proposals (optional).	December, 2006
G. Proposal evaluation period	November - December, 2006
H. Provider selection	November - December 2006
J. Notice of statement of findings and decisions	November - December 2006
K. Contract start date (tentative)	December, 2006 and April, 2007

## 1.2 Website References

The Judiciary Website is <http://www2.hawaii.gov/jud>.

The State Procurement Office (SPO) website is <http://www4.hawaii.gov/spoh/>.

## 1.3 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes, Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of the prospective applicant.

## 1.4 RFP Organization

This RFP is organized into five sections:

**SECTION ONE, Administrative Overview**--Provides applicants with an overview of the procurement process.

**SECTION TWO, Service Specifications**--Provides applicants with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable).

**SECTION THREE, Proposal Application**--Describes the required format and content for the proposal application.

**SECTION FOUR, Proposal Evaluation**--Describes how proposals will be evaluated by the Judiciary.

**SECTION FIVE, Attachments**--Provides applicants with information and forms necessary to complete the application.

## 1.5 Contracting Office

The Contracting Office is responsible for receiving and for the execution of the contract(s) resulting from this RFP. The Contracting Office is:

The Judiciary, State of Hawaii  
Financial Services Division  
Contracts and Purchasing Office  
1111 Alakea Street, 6th Floor  
Honolulu, HI 96813-2807      Phone: (808)538-5805      Fax: (808) 538-5802  
Email: [jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us)

## 1.6 Orientation

Orientation meetings for applicants will be held on the dates, at the locations and times indicated in the "Notice of Request for Proposals" on pages i thru iii of this RFP.

**Applicants attending the orientation should bring their RFP packets with them.** Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted and spontaneous answers provided at the orientation at the Judiciary's discretion. Verbal

answers provided at the orientation are only intended as general direction and may not represent the Judiciary's position. Formal official responses will be provided in writing. To ensure a written response from the Judiciary, any questions should be submitted in writing following the close of the orientation, but no later than the date indicated in Section 1.1, Procurement Timetable, in order to generate a written Judiciary response.

## 1.7 Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in the Service Specifications in SECTION TWO of this RFP. The deadline for submission of written questions and to receive written responses from the Judiciary to those questions are indicated in Section 1.1 - Procurement Timetable.

## 1.8 Submission of Proposals

### 1.8.1 Forms/Formats

Forms, with the exception of program specific requirements, may be found on the State Procurement Office website at: [www.spo.hawaii.gov](http://www.spo.hawaii.gov), click *Procurement of Health and Human Services* and *For Private Providers*. Please refer to the Proposal Application Checklist (SECTION FIVE, ATTACHMENT A) for the location of program for information on: 1) where to obtain the forms/instructions; 2) additional program specific requirements; and 3) the order in which all components of the application should be assembled and submitted to the Judiciary. Proposals must contain the following components:

- (1) **Proposal Application Identification Form (Form SPO-H-200)** - Provides identification of the proposal. **Although a hard copy Judiciary Proposal Application Identification Form is included in Attachment B of this RFP, applicants may use the form available (and writeable) on the SPO website.**
- (2) **Proposal Application Check List** – Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components should be assembled and submitted to the Judiciary.
- (3) **Table of Contents** - A sample table of contents for proposals is located in SECTION FIVE, ATTACHMENT B. This is sample and meant as a guide. The table of contents may vary depending on the RFP.
- (4) **Proposal Application (Form SPO-H-200A)** - A sample application showing the format of the application headings is located in SECTION FIVE, ATTACHMENT B. Applicant shall submit comprehensive narratives that addresses all of the issues contained in the Proposal Application Instructions, including a cost proposal/budget if required. (Refer to Section 3 of this RFP)
- (5) **Tax Clearance** - A certified copy of a current valid tax clearance certificate issued by the State of Hawaii, Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) will be required prior to execution of any contract awarded in response to this RFP. The tax clearance application may be obtained from the Department of Taxation website at [www.hawaii.gov/tax/tax.html](http://www.hawaii.gov/tax/tax.html).

**1.8.2 Program Specific Requirements** - Additional program specific requirements are included in SECTION TWO, Service Specifications, and/or SECTION THREE, Proposal Application, as applicable. If Federal and/or State certifications are required, they are listed on the Proposal Application Checklist located in Section 5.



- 1.8.3 Multiple or alternate proposals** - Multiple or alternate proposals shall **not** be accepted unless specifically provided for in SECTION TWO of this RFP. In the event alternate proposals are **not** accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for an award as though it were the only proposal submitted by the applicant.
- 1.8.4 Wages and Labor Law Compliance** - Before a provider enters into a service contract in excess of \$25,000, the provider shall certify that it complies with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55 HRS may be obtained from the Hawaii State Legislature website for Bills status and docs at <http://capitol.hawaii.gov/>. Or go directly to: [http://www.capitol.hawaii.gov/hrscurrent/Vol102\\_Ch0046-0115/HRS0103/](http://www.capitol.hawaii.gov/hrscurrent/Vol102_Ch0046-0115/HRS0103/)
- 1.8.5 Compliance with all Applicable State Business and Employment Laws.** - All providers shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations, and foreign insurance companies be registered and in good standing with the Department of Commerce and Consumer affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website.
- 1.8.6 Campaign Contributions by State and County Contractors** - Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State of county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, Act 203/2005 FAQs are available at the Campaign Spending Commission webpage.
- 1.8.7 Confidential Information** - If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing non-disclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

**Note that price is not considered confidential and will not be withheld.**

- 1.8.8 Proposal Submittal** - All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the Judiciary Contracts & Purchasing Office no later than the submittal deadline indicated in Section 1.1 - Procurement Timetable. All hand deliveries shall be received by the Judiciary Contracts & Purchasing Office by the date and time designated in Section 1.1 - Procurement Timetable. Proposals shall be rejected when:
- (1) Postmarked after the designated date; or
  - (2) Postmarked by the designated date but not received within 10 days from the submittal deadline; or
  - (3) If hand delivered, received after the designated date and time.
- Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmark.

**Proposals on CD** - As an option to submitting hard copies (orig. + 2) of your entire proposal, proposals may be submitted on CD (3 copies of CD) in Adobe's pdf format along with hard copies of the Proposal Application Identification Form (See SECTION FIVE, ATTACHMENT B, Form SPO-H-200).

## **1.9 Discussions with Applicants**

**1.9.1 Prior to Submittal Deadline** - Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.

**1.9.2 After Proposal Submittal Deadline** - Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for an award, but proposals may be accepted without discussions, in accordance with the administrative rules (Section 3-143-403, HAR.).

## **1.10 Opening of Proposals**

Upon receipt of proposal by The Judiciary at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time stamped. All documents so received shall be held in a secure place by the Judiciary and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

## **1.11 Additional Materials and Documentation**

Upon request from the Judiciary, each applicant shall submit any additional materials and documentation reasonably required by the Judiciary in its evaluation of the proposals.

## **1.12 RFP Amendments**

The Judiciary reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

## **1.13 Final Revised Proposals**

The applicant's final revised proposal, *as applicable* to this RFP, must be postmarked or hand delivered by the proposal submittal deadline indicated in Section 1.1 - Procurement Time Table above. Any final revised proposal postmarked or received after the designated date and time shall be rejected. If a final revised proposal is not submitted, the previous submittal shall be construed as the applicant's best and final offer/proposal. *Only the section(s) of the proposal that are amended shall be submitted by the applicant, along with the Proposal Application Identification Form (SPO-H-200).* After final revised proposals are received, final evaluations will be conducted for an award.

## **1.14 Cancellation of Request for Proposal**

The request for proposal may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the Judiciary.

## **1.15 Costs for Proposal Preparation**

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

## **1.16 Provider Participation in Planning**

Provider participation in the Judiciary's efforts to plan for or to purchase health and human services prior to the Judiciary's release of a request for proposals, including the sharing of

information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-202, 3-142-203 and 3-143-618 of the Hawaii Administrative Rules for Chapter 103F, HRS.

### **1.17 Rejection of Proposals**

The Judiciary reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons: (Relevant sections of the Hawaii Administrative Rules for Chapter 103F, HRS are parenthesized.)

- A. Rejection for failure to cooperate or deal in good faith. (Section 3-141-201)
- B. Rejection for inadequate accounting system. (Section 3-141-202)
- C. Late proposals. (Section 3-143-603)
- D. Inadequate response to request for proposals. (Section 3-143-609)
- E. Proposal not responsive. (Section 3-143-610 (1))
- F. Applicant not responsible. (Section 3-143-610 (2))

### **1.18 Notice of Award**

A Notice of Award containing a statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of the Judiciary's Staff Attorney as to form.

No work is to be undertaken by the awardee prior to the contract commencement date. The Judiciary is not liable for any costs incurred prior to the official starting date.

### **1.19 Protests**

**1.19.1** Any applicant may file a protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the SPO website indicated on the Proposal Application Checklist. Only the following matters may be protested:

- A. The purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;
- B. The purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and

- C. The purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the Judiciary.

**1.19.2** The Notice of Protest shall be mailed by USPS or hand delivered to the head of the Judiciary purchasing agency conducting the protested procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery Services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

- A. William Santos  
Chief Court Administrator, First Circuit  
Ka'ahumanu Hale  
777 Punchbowl Street  
Honolulu, Hi 96813-5093

Questions regarding protests may be directed to the applicable procurement officer, identified as the programmatic contact person for the service specifications described in SECTION TWO of this RFP.

## **1.20 Availability of Funds**

The award of a contract and any allowed renewal or extension thereof, are subject to allotments to be made by the Administrative Director of the Courts and subject to the availability of State and/or Federal funds.

## **1.21 Monitoring and Evaluation**

The criteria by which the performance of the contract will be monitored and evaluated are:

- A. Performance/Outcome Measures
- B. Output Measures
- C. Quality of Care/Quality of Services
- D. Financial Management
- E. Administrative Requirements

## **1.22 General and Special Conditions of Contract**

The general conditions that will be imposed contractually are attached (See SECTION FIVE, ATTACHMENT C). Special conditions may also be imposed contractually by the Judiciary, as deemed necessary.

## **1.23 Cost Principles**

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under Chapter 103F, HRS, state purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201, which is available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption

from any cost principle arising under federal law.

**END OF SECTION ONE**

SECTION TWO

SERVICE

SPECIFICATIONS

## SECTION TWO - SERVICE SPECIFICATIONS

### 2.0.1 Introduction

#### A. Background

The Judiciary, State of Hawaii, provides support, intervention and/or rehabilitative services to juveniles, adults and families through its Adult Client Services (aka Adult Probation Divisions), Juvenile Client and Family Services (aka Family Courts), Children's Justice Centers, and Drug Courts in each judicial circuit. It also provides mediation services through its Center for Alternative Dispute Resolution. In carrying out their goals for these areas, all circuits utilize community resources on a purchase Health and Human Services basis.

The following provides the specifications for organizations wishing to provide services to the Judiciary for the State Fiscal Year 2007 and possibly through Fiscal Year 2011 subject to availability of funds. Upon evaluation and acceptance of proposals, when practicable and upon mutual agreement, contracts may be negotiated on a statewide basis, making services available to children, youth, adults and families in all circuits.

#### B. Purpose or Need

The Judiciary purchases services in compliance with statutory mandates and orders from the courts. The greater public purpose for obtaining the services is to: enhance public and victim safety; provide rehabilitative or intervention services to offenders; promote the welfare of families and children by protecting them from physical and psychological harm; and maintain a judicial process that helps to reduce the courts' workload while promoting fairness and prompt action.

Planning activities related to this RFP involved the issuance of requests for information (RFI). Tentative specifications and funding allocations were included with the RFIs, and comments and inputs on aspects of the specifications, such as objectives, target group(s), services and costs, were welcomed. Meetings and discussions were also offered. The views of service recipients and community advocacy organizations were also considered on conditions affecting the achievement of mandated goals. Input was also obtained from funders, including the Legislature and federal agencies.

**Note:** The following segment contains the program specifications for the requested services.

## 2.0.2 Description and Location of Services

Service Specification Number	Service Spec. Code	Description of Service	1st Circ. (Oahu)	2nd Circ. (Maui, Molokai, Lanai)	3rd Circ. (Hawaii)	5th Circ. (Kauai)	Admin. Services
		<b>Juvenile Client &amp; Family Svcs</b>					
2.1	JC1ICMH	In-Community Service (Mental Health Evaluations)	X				
2.2	JC1ICPS	In-Community Service (Prosocial Activity)	X				



**2.1 RFP Title: Juvenile Client and Family Services  
JC1ICMH - In-Community Service (Mental Health Evaluations)**

**2.1.1 Introduction**

**A. & B. - (SEE SECTION 2.0.1)**

**C. Description of the goals of the service**

The goal of this mental health evaluation service is to assist the Family Court judges and probation officers in case planning and court dispositions on youths who come to their attention and are either in detention or out in the community. Evaluation services and psychological testing involves but not limited to a determination of the youth's problem; the factors contributing to the problem; learning ability; emotional status and adjustment; formulation; diagnostic impressions; and case management/treatment recommendations.

**D. Description of the target population to be served**

Juveniles between the ages of 12 to 17 years who are referred for law violations and status offenses.

**Units of service**

7 to 9 youth per month; 170 over 21 month period.

**E. Geographic coverage of service**

First Circuit -- Island of Oahu

**F. Probable funding amounts, source, and period of availability**

Probable funding amounts:

<u>FY 2007</u>	<u>FY 2008</u>	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY2011</u>
\$40,100	\$65,000			

Funding source - Federal funds - Community Mental Health Services Block Grant  
Period of availability: December 1, 2006 to August 31, 2008; subject to extension on a yearly basis over the next three ensuing years based on availability of federal funds and satisfactory contract performance. Funding amounts are not known for the terms after August 31, 2008.

**2.1.2 General Requirements**

**A. Specific qualifications or requirements, including but not limited to licensure or accreditation.**

1. The applicant shall have licenses and certificates, as applicable, in accordance with federal, state and county regulations, and comply with all applicable Hawaii Administrative Rules.

2. The applicant must have demonstrated competence or qualifications to perform the required services and shall have a minimum one year experience in the provision of services.
3. The applicant must have an accounting system, with acceptable accounting practices and standards.
4. The proposed service must meet all required state licensing or certification standards, provide assurances of fair hearing and grievance procedures for clientele, civil rights compliance, information safeguarding practices, and provide proof of insurance coverages as applicable.
5. The applicant shall submit in a timely manner upon request by the Judiciary, any additional information needed by the Judiciary to make a decision on the applicant's proposal. The Judiciary may request an oral discussion or presentation in support of the proposal. On-site visits may be made.
6. The applicant shall comply with Chapter 103F, HRS Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (Effective 10/01/98), which can be found on the SPO website (See Section 5, POS Application Checklist, for the website address).

**B. Secondary purchaser participation**  
(Refer to §3-143-608, HAR)

After-the-fact secondary purchases will be allowed.

**C. Multiple or alternate proposals**  
(Refer to §3-143-605, HAR)

☐ Allowed                      ☒ Unallowed

**D. Single or multiple contracts to be awarded**  
(Refer to §3-143-206, HAR)

☒ Single                      ☐ Multiple                      ☐ Single & Multiple

Multiple contracts may be awarded if such awards are deemed to be in the best interests of the Judiciary, and will be based on the highest ranked proposals.

**E. Single or multi-term contracts to be awarded**  
(Refer to §3-149-302, HAR)

☐ Single term (< 2 yrs.)                      ☒ Multi-term (> 2 yrs.)

The first year of the contract shall be for nine (9) months and the second year for twelve (12) months. Funds are available for only this total twenty-one month period. The contract may be extended on a yearly basis over the next ensuing three years, subject to appropriation and availability of funds and satisfactory performance of services by provider. Execution of a contract amendment is required to extend the contract for additional terms.

**F. RFP contact persons**

The individuals listed below are the points of contact from the date of release of this RFP until the selection of the winning provider or providers. Written questions should be submitted to the RFP contact person(s) and received on or before the day and time specified in Section 1.1 (Procurement Timetable) of this RFP.

If you have any technical questions regarding the requested services, please call the following individual:

Judiciary Contracts and Purchasing Office  
Jonathan Wong at (808) 538-5805 fax: 538-5802  
Email: [jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us)

If you have any programmatic questions regarding the requested services, please call the following individual:

Oahu: Family Court, First Circuit  
Glennard Fong at (808) 539-4405 fax: 539-4402  
Email: [glennard.h.fong@courts.state.hi.us](mailto:glennard.h.fong@courts.state.hi.us)

**2.1.3 Scope of Work**

**The scope of work encompasses the following tasks and responsibilities:**

**A. Service Activities (Minimum and/or mandatory tasks and responsibilities)**

Services are being requested for adjudicated juveniles for law violations and status offenses. The assessment shall include, at the minimum, the following:

1. Date(s) of assessment and date of report.
2. Identifying information: youth's name, date of birth, legal guardian, and grade.
3. Reason(s) for referral and name of referral source.
4. Sources of information: including review of records, interviews with parents and probation officers; and assessment tools (e.g., Wide Range Achievement Test-III, Wechsler Intelligence Scale for Children-III, Child and Adolescent Functional Assessment Scale, etc.).
5. Brief developmental, medical, family, social, educational, and psychiatric history- include post and current use of and reasons for psycho-tropic medications.
6. Substance abuse history.
7. Description and history of presenting problem(s).
8. Behavioral observations and mental status exam; must include the following:
  - a. Appearance, attitude, and behavior.
  - b. Orientation
  - c. Affect and mood
  - d. Thought content/processes
  - e. Insight
  - f. Judgement
  - g. Homicidal/suicidal risk and, if applicable, risk to property/person.

- h. Assessment results and interpretations
  - i. Clinical formulation/justification of diagnoses(include severity and duration of diagnoses; for Rule/Out or provisional diagnoses, explain what needs to occur to obtain a more definite diagnosis).
  - j. Diagnostic impression: DSM IV- 5 Axes.
  - k. Summary of strengths, concerns, and description of needs that must be met for the youth to make a satisfactory adjustment in the community.
  - l. Treatment/intervention recommendations (avoid specifying a particular service, program, or eligibility status).
  - m. Any other information deemed relevant concerning the youth.
9. The PROVIDER shall perform the evaluation within three working days from the receipt date of the referral and if deemed necessary, deliver a verbal report to the referring court officer within 24 hours of the interview, with a written report within five working days following the interview. All other evaluations shall be completed within five working days from the date of interview.
  10. The PROVIDER is to communicate with the parents/legal guardian before completing the report and if unable to do so after two attempts, the Probation Officer will be informed and will attempt to get the parents involved. Otherwise, documentation as to why parents are not involved will be noted in the evaluation.
  11. The PROVIDER shall review the Family Court case file and speak to the Supervising Probation Officer on each individual before conducting his/her interview.
  12. The PROVIDER shall meet with the Detention Home Family Court Liaison clinical team one hour, once a month, to discuss evaluations completed for the month.

**B. Management Requirements (Minimum and/or mandatory requirements)**

1. Personnel
  - a. The applicant shall possess and document knowledge, capacity, skills and experience in working with the targeted population.
  - b. The applicant shall conduct a criminal history record check for any person, including, but not limited to any officer, employee, volunteer or subcontractor, who performs work or services which necessitates close proximity to adult or juvenile clients, or other program related adolescents or children. At a minimum, applicants will search [www.ecrim.hawaii.gov](http://www.ecrim.hawaii.gov) (Adult Criminal Conviction Information System, Hawaii Criminal Justice Data Center) and [www.nsopr.gov](http://www.nsopr.gov) (National Sex Offender Public Registry). For persons working in positions which necessitate close proximity to children or adolescents, the criminal history record check shall include a national criminal history database check which may require fingerprinting. The minimum record check will be conducted once every four years for

each person, and/or at the outset of the contract period if such checks have never been conducted. Results of all criminal history record inquiries conducted shall be placed in the employee's or volunteer's personnel file and shall be available to Judiciary for review.

- c. The applicant shall have on the premises at least one person currently certified in First Aid and CPR.
  - d. The staff and volunteers, if used by the applicant, shall be under the supervision of the program director or his or her designee and shall, accordingly, be trained in client confidentiality issues and program quality assurance requirements.
  - e. The applicant must have sufficient and relevant training and staff development.
2. Administrative
- The applicant shall establish and implement policies and procedures which clearly identify the target population for each type of service, the program content, and methods of service delivery.
3. Quality assurance and evaluation specifications
- a. The applicant shall have a quality assurance plan which identifies the mission of the organization, what services will be provided, how they are delivered, who is qualified to deliver the services, who is eligible to receive the services, and what standards are used to assess or evaluate the quality and utilization of services.
  - b. Program evaluation should reflect the documentation of the achievement of the stated goals, using tools and measures consistent with the professional standards of the disciplines involved in the delivery of services.
4. Output and performance/outcome measurements
- a. Output: The applicant shall record unduplicated clients served. The unduplicated client count shall be recorded in the applicant's quarterly reports, culminating in a final unduplicated client count on the applicant's final report.
  - b. Outcome: The applicant shall propose measurement tools by which effectiveness of the services may be determined, as well as utilize any provided by the Judiciary.
5. Reporting requirements for program and fiscal data
- a. The provider shall submit written quarterly and year-end reports summarizing output and outcome data, performance accomplishments, challenges, and actual expenditures. Quarterly

reports are due 30 days after the end of the quarter. Final reports are due 45 days after the end of each fiscal year and/or at the end of the contract period, as applicable.

- b. Reports shall consist of a statement by the provider relating to the work accomplished during the reporting period and shall include statements of the nature of the work performed, identification of persons served by the provider during the reporting period, identification of any immediate problems encountered during the reporting period, and any recommendations deemed pertinent by the provider, as well as a statement of what activities are proposed to be accomplished during the next reporting period. In addition to the written progress reports, the provider, upon request, shall be required to meet with representatives of the Judiciary to discuss the progress of the work required.
- c. The PROVIDER shall, at the completion of the contract period, submit a final written report to the Judiciary. The report shall include documentation of the provider's overall effort towards meeting the program goals and objectives. Furthermore, the provider shall furnish any additional reports or information that the Judiciary may from time to time require or request.

**6. Pricing or pricing methodology to be used**

Negotiated unit of service or fixed price

**7. Units of service and unit rate**

Oahu: 7 to 9 youth per month; 170 over 21 month period

**2.2 RFP Title: Juvenile Client & Family Services  
JC1ICPS - In-Community Service (Prosocial Activity Teaching Self-Discipline, Self-Control, and Respect)**

**2.2.1 Introduction**

**A. & B. - (SEE SECTION 2.0.1)**

**C. Description of the goals of the service**

The goal of the service is to have youth participate in a kajukenbo martial arts class which has shown to be effective and successful with youth. The program is to develop good and productive citizens while attempting to reinforce positive character traits. It is felt this goal is attainable through the teaching of self-discipline and self confidence which results in learning of leadership, courtesy, and a respect for others and the law. Students are also expected to learn humility and anger control which includes learning to settle differences or disputes peacefully. The program will incorporate martial arts to teach the youth self-discipline, self confidence, respect, literacy, and other important qualities which are all-important values that our youth struggle with and need.

**D. Description of the target population to be served**

Juveniles between the ages of 12 to 17 years who are referred for law violations and status offenses.

**E. Geographic coverage of service**

Service areas include the following:  
First Circuit -- Island of Oahu

**F. Probable funding amounts, source, and period of availability**

Probable funding amounts:

<u>FY 2008</u>	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>
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Funding amounts are not being stated at this time. Applicants should propose funding amounts in their proposals based on their best estimate of the cost of providing the services described in these specifications.

Funding source: State General Funds.

Period of availability: The initial contract period will be from April 1, 2007 through June 30, 2008. The Judiciary intends to award a multi-term contract. The aggregate term of the contract shall not exceed four (4) years, e.g., April 1, 2007 to June 30, 2011, subject to the appropriation and availability of funds and satisfactory contract performance. All State funds are contingent on appropriation. Funds are available for only the initial term of the contract.

**2.2.2 General Requirements**

**A. Specific qualifications or requirements, including but not limited to licensure or accreditation.**

1. The applicant shall have licenses and certificates, as applicable, in accordance with federal, state and county regulations, and comply with all applicable Hawaii Administrative Rules.
2. The applicant must have demonstrated competence or qualifications to perform the required services and shall have a minimum one year experience in the provision of services.
3. The applicant must have an accounting system, with acceptable accounting practices and standards.
4. The proposed service must meet all required state licensing or certification standards, provide assurances of fair hearing and grievance procedures for clientele, civil rights compliance, information safeguarding practices, and provide proof of insurance coverages as applicable.
5. The applicant shall submit in a timely manner upon request by the Judiciary, any additional information needed by the Judiciary to make a decision on the applicant's proposal. The Judiciary may request an oral discussion or presentation in support of the proposal. On-site visits may be made.
6. The applicant shall comply with the Chapter 103F, HRS Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (Effective 10/01/98), which can be found on the SPO website (See Section 5, POS Application Checklist, for the website address).

**B. Secondary purchaser participation**  
(Refer to §3-143-608, HAR)

After-the-fact secondary purchases will be allowed.

**C. Multiple or alternate proposals**  
(Refer to §3-143-605, HAR)

☐ Allowed      ☒ Unallowed

**D. Single or multiple contracts to be awarded**  
(Refer to §3-143-206, HAR)

☒ Single      ☐ Multiple      ☐ Single & Multiple

**E. Single or multi-term contracts to be awarded**  
(Refer to §3-149-302, HAR)

☐ Single term (< 2 yrs)      ☒ Multi-term (> 2 yrs.)

A multi-term contract may be awarded based on a determination that it is in the best interest of the Judiciary. The initial term of the contract shall be for the period April



1, 2007 through June 30, 2008. Funds are available for only the initial term of the contract. The contract may be extended for a single period or multiple periods up to three (3) years, not to exceed June 30, 2011, subject to appropriation and availability of funds and satisfactory performance of services by applicant. Execution of a contract amendment is required to extend the contract for another term. If it is determined that it is not in the best interest of the Judiciary to award a multi-term contract, a single-term contract will be awarded.

**F. RFP contact persons**

The individuals listed below are the points of contact from the date of release of this RFP until the selection of the winning applicant or applicants. Written questions should be submitted to the RFP contact person(s) and received on or before the day and time specified in Section 1.1 (Procurement Timetable) of this RFP.

If you have any technical questions regarding the requested services, please call the following individual:

Judiciary Contracts & Purchasing Office  
Jonathan Wong at (808) 538-5805 fax: 538-5802  
Email: [jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us)

If you have any programmatic questions regarding the requested services, please call the following individual:

Oahu: Family Court, First Circuit  
Duane Ikeda at (808) 539-4408 fax: 539-4402  
Email: [duane.f.ikeda@courts.state.hi.us](mailto:duane.f.ikeda@courts.state.hi.us)

**2.2.3 Scope of Work**

**The scope of work encompasses the following tasks and responsibilities:**

**A. Service Activities (Minimum and/or mandatory tasks and responsibilities)**

Services are being requested for adjudicated juveniles for law violations and status offenses:

1. The kajukenbo martial arts classes will include skills training, exercises, kata form training, and defensive skills training.
2. Provide conferences and meetings with youth related to their participation and attitude in class. The program will also be available to speak with their parents to update them on the youth's class behavior and discuss other issues parents may want to talk about.
3. Attend weekly court hearings to share information on the youth's behavior and attitude in class with the court.
4. Participate as a team member with other providers of service to discuss and ensure services are appropriately provided to youth and interventions are coordinated.

5. Work with the court staff to assist with other planned activities (i.e. literacy book fairs and scrabble tournaments).
6. One class per week every Friday for two hours. The class location needs to be in close proximity to Family Court, First Circuit (Ka'ahumanu Hale) as youth will attend court hearings after class.

**B. Management Requirements (Minimum and/or mandatory requirements)**

**1. Personnel**

- a. The applicant shall possess and document knowledge, capacity, skills and experience in working with the targeted population.
- b. The applicant shall conduct a criminal history record check for any person, including, but not limited to any officer, employee, volunteer or subcontractor, who performs work or services which necessitates close proximity to adult or juvenile clients, or other program related adolescents or children. At a minimum, applicants will search [www.ecrim.hawaii.gov](http://www.ecrim.hawaii.gov) (Adult Criminal Conviction Information System, Hawaii Criminal Justice Data Center) and [www.nsopr.gov](http://www.nsopr.gov) (National Sex Offender Public Registry). For persons working in positions which necessitate close proximity to children or adolescents, the criminal history record check shall include a national criminal history database check which may require fingerprinting. The minimum record check will be conducted once every four years for each person, and/or at the outset of the contract period if such checks have never been conducted. Results of all criminal history record inquiries conducted shall be placed in the employee's or volunteer's personnel file and shall be available to Judiciary for review.
- c. The applicant shall have on the premises at least one person currently certified in First Aid and CPR.
- d. The staff and volunteers, if used by the applicant, shall be under the supervision of the program director or his or her designee and shall, accordingly, be trained in client confidentiality issues and program quality assurance requirements.
- e. The applicant must have sufficient and relevant training and staff development.

**2. Administrative**

The applicant shall establish and implement policies and procedures which clearly identify the target population for each type of service, the program content, and methods of service delivery.

**3. Quality assurance and evaluation specifications**

- a. The applicant shall have a quality assurance plan which identifies the mission of the organization, what services will be provided, how they

are delivered, who is qualified to deliver the services, who is eligible to receive the services, and what standards are used to assess or evaluate the quality and utilization of services.

- b. Program evaluation should reflect the documentation of the achievement of the stated goals, using tools and measures consistent with the professional standards of the disciplines involved in the delivery of services.

**4. Output and performance/outcome measurements**

- a. Output: The applicant shall record unduplicated clients served. The unduplicated client count shall be recorded in the applicant's quarterly reports, culminating in a final unduplicated client count on the applicant's final report.
- b. Outcome: The applicant shall propose measurement tools by which effectiveness of the services may be determined, as well as utilize any provided by the Judiciary.

**5. Reporting requirements for program and fiscal data**

- a. The applicant shall submit written quarterly and year-end reports summarizing output and outcome data, performance accomplishments, challenges, and actual expenditures. Quarterly reports are due 30 days after the end of the quarter. Final reports are due 45 days after the end of each fiscal year and/or at the end of the contract period, as applicable.
- b. Reports shall consist of a statement by the applicant relating to the work accomplished during the reporting period and shall include statements of the nature of the work performed, identification of persons served by the applicant during the reporting period, identification of any immediate problems encountered during the reporting period, and any recommendations deemed pertinent by the applicant, as well as a statement of what activities are proposed to be accomplished during the next reporting period. In addition to the written progress reports, the applicant, upon request, shall be required to meet with representatives of the Judiciary to discuss the progress of the work required.
- c. The applicant shall, at the completion of the contract period, submit a final written report to the Judiciary. The report shall include documentation of the applicant's overall effort towards meeting the program goals and objectives. Furthermore, the applicant shall furnish any additional reports or information that the Judiciary may from time to time require or request.

**6. Pricing or pricing methodology to be used**

Negotiated unit of service or fixed price

**7. Units of service and unit rate**

12 to 22 youths per class

# **SECTION THREE**

## **PROPOSAL**

## **APPLICATION**

## **INSTRUCTIONS**

### SECTION THREE - PROPOSAL APPLICATION INSTRUCTIONS

#### 3.0 General instructions for completing applications:

- *Proposal Applications shall be submitted to the Judiciary using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section, however, may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through the complete proposal.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in SECTION FIVE, Attachment B of this RFP.*
- *A written response is required for each item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are encouraged to take SECTION FOUR, Proposal Evaluation, into consideration when completing the proposal.*

The Proposal Application comprises the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

#### 3.1 Program Overview

This section shall clearly and concisely summarize and highlight the contents of the proposal in such a way as to provide the Judiciary with a broad understanding of the entire proposal. Include a brief description of the applicant's organization, the goals and objectives related to the service activity, and how the proposed service is designed to meet the problem/need identified in the service specifications.

#### 3.2 Experience and Capability

##### 3.2.1 Necessary Skills and Experience

The applicant shall demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed services.

### **3.2.2 Experience**

The applicant shall provide a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the proposed services. Applicant shall include points of contact, addresses, email/phone numbers. The State reserves the right to contact references to verify experience.

### **3.2.2 Quality Assurance and Evaluation**

The applicant shall describe its quality assurance and evaluation plans for the proposed services, including methodology.

### **3.2.3 Coordination of Services**

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

### **3.2.4 Facilities**

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable, and special equipment that may be required for the services.

## **3.3 Project Organization and Staffing**

### **3.3.1 Staffing**

#### **A. Proposed Staffing**

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. (Refer to the personnel requirements in the Service Specifications, as applicable.)

#### **B. Staff Qualifications**

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable)

### **3.3.2 Project Organization**

#### **A. Supervision and Training**

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

#### **B. Organization Chart**

The applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency) Both the "Organization-wide" and "Program" organization charts shall be attached to the Proposal Application.

### 3.4 Service Delivery

The Service Delivery Section shall include a detailed discussion of the applicant's approach to applicable service activities and management requirements from the Scope of Work section within each service specification, including a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

### 3.5 Financial

#### 3.5.1 Pricing Structure

The applicant shall submit a cost proposal utilizing the pricing structure in SECTION TWO designated by the Judiciary purchasing agency. The cost proposal shall be attached to the Proposal Application.

##### 3.5.1.1 Pricing Structure Based on Negotiated Unit of Service Rate

In order to determine a price (unit rate) for a unit of service, the applicant and state purchasing agency must negotiate the total costs (including agency administration) for operating a program at a specific capacity and divide by the total number of units of service that the program can produce at that capacity. The following forms, which are available on the State Procurement Office website on the "Procurement Forms and Instructions for State Agencies" page, shall be submitted with the Proposal Application:

*Budget - SPO-H-205*

*Personnel - Salaries and Wages - SPO-H-206A*

*Personnel: Payroll Taxes, Assessments, and Fringe Benefits - SPO-H-206B*

*Budget Justification, Travel - Inter-Island - SPO-H-206C (If applicable)*

*Budget Justification, Travel - Out of State - SPO-H-206D (If applicable)*

*Budget Justification, Contractual Services - Administrative - SPO-H-206E*

(If

applicable)

*Budget Justification, Contractual Services - Subcontracts - SPO-H-206F (If*

applicable)

*Budget Justification, Program Activities - SPO-H-206H (If applicable)*

*Budget Justification, Equipment Purchases - SPO-H-206I (If applicable)*

*Budget Justification, Motor Vehicle - SPO-H-206J (If applicable)*

##### 3.5.1.2 Pricing Structure Based on Fixed Price

If a state purchasing agency is utilizing a fixed price pricing structure for the RFP, the applicant is requested to furnish a reasonable estimate of services it can provide for which there is sufficient operating capacity (adequate, planned and budgeted space, equipment and staff). The



following forms, which are available on the State Procurement Office website on the “Procurement Forms and Instructions for State Agencies” page, shall be submitted with the Proposal Application:

*Budget - SPO-H-205*

*Personnel - Salaries and Wages - SPO-H-206A*

*Personnel: Payroll Taxes, Assessments, and Fringe Benefits - SPO-H-206B*

*Budget Justification, Travel - Inter-Island - SPO-H-206C (If applicable)*

*Budget Justification, Travel - Out of State - SPO-H-206D (If applicable)*

*Budget Justification, Contractual Services - Administrative - SPO-H-206E (If*

*applicable)*

*Budget Justification, Contractual Services - Subcontracts - SPO-H-206F (If applicable)*

*Budget Justification, Program Activities - SPO-H-206H (If applicable)*

*Budget Justification, Equipment Purchases - SPO-H-206I (If applicable)*

*Budget Justification, Motor Vehicle - SPO-H-206J (If applicable)*

### **3.5.2 Other Financial Related Materials**

#### **3.5.2.1 Accounting System**

In order to determine the adequacy of the applicant’s accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application (may be attached):

The most recent financial audit.

### **3.6 Other**

#### **3.6.1 Litigation**

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgement. If applicable, please explain.

#### **3.6.2 Performance and Output Measurement Tables (when required per applicable service specifications.)**

#### **3.6.3 Other Program Specific Requirements (when required per applicable service specifications.)**

**END OF SECTION THREE**

**SECTION FOUR**

**PROPOSAL**

**EVALUATION**

## SECTION FOUR - PROPOSAL EVALUATION

### 4.1 Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

### 4.2 Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the applicable Judiciary purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

#### 4.2.1 Evaluation Categories and Threshold

<u>Evaluation Categories</u>		<u>Possible Points</u>
<i>Administrative Requirements</i>		
<i>Proposal Application</i>		100 Points
Program Overview	0 points	
Experience and Capability	20 points	
Project Organization and Staffing	15 points	
Service Delivery	55 points	
Financial	10 points	
<b>TOTAL POSSIBLE POINTS</b>		<b>100 Points</b>

### 4.3 Evaluation Criteria

#### 4.3.1 Phase 1 - Evaluation of Proposal Requirements

##### 4.3.1.1 Administrative Requirements

- Proposal Application Checklist
- Registration (if not pre-registered with the State Procurement Office)
- Certifications (as applicable)

##### 4.3.1.2 Proposal Application Requirements

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Program Overview
- Experience and Capability

- **Project Organization and Staffing**
- **Service Delivery**
- **Financial (all required forms and documents)**
- **Program Specific Requirements (as applicable)**

#### **4.3.2 Phase 2 - Evaluation of Proposal Application (100 Points)**

##### **4.3.2.1 Program Overview (0 Points)**

- **The applicant has demonstrated a thorough understanding of the purpose and scope of the service activity.**
- ***The goals and objectives are in alignment with the proposed service activity.***
- **The applicant has described how the proposed service is designed to meet the pertinent issues and problems related to the service activity.**

##### **4.3.2.2 Experience and Capability (20 Points)**

**The Judiciary will evaluate the applicant's experience and capability relevant to the proposal contract which shall include:**

- **Demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed services.**
- **Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology.**
- **Demonstrated capability to coordinate services with other agencies and resources in the community.**
- **Adequacy of facilities relative to the proposed services.**

##### **4.3.2.3 Project Organization and Staffing (15 Points)**

**The Judiciary will evaluate the applicant's overall staffing approach to the service that shall include:**

- **That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services.**
- **Minimum qualifications (including experience) for staff assigned to the program.**
- **Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services.**
- **Organization Chart (Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks).**

**4.3.2.4 Service Delivery (55 Points)**

Evaluation criteria for this section will assess the applicant's approach to the service activities and management requirements outlined in the Proposal Application. The evaluation criteria may also include an assessment of the logic of the work plan for the major service activities and tasks to be completed, including clarity in work assignments and responsibilities, and the realism of the timelines and schedules, as applicable.

**4.3.2.5 Financial (10 Points)**

**A. Pricing structure based on negotiated unit of service:**

- Competitiveness and reasonableness of unit of service, as applicable.

**OR**

**B. Pricing structure based on fixed price:**

- Applicant's proposal budget is reasonable, given program resources and operational capacity.

**AND**

**C. Adequacy of accounting system.**

**4.3.3 Phase 3 - Recommendation for Award**

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

**END OF SECTION FOUR**

# **SECTION FIVE**

## **ATTACHMENTS**

**ATTACHMENT A - Proposal Application Checklist**

**ATTACHMENT B - Proposal Application Identification Form, Application, and  
Sample Table of Contents**

**ATTACHMENT C - Contract General Conditions (Pursuant to 103F, HRS)**

# Attachment A

## Proposal Application Checklist

# Proposal Application Checklist

Applicant: \_\_\_\_\_

RFP No.: \_\_\_\_\_

The applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the state purchasing agency as part of the POS Proposal Application. \*SPO-H Forms are located on the web at <http://www.spo.hawaii.gov> Click on *Procurement of Health and Human Services* and *For Private Agencies*.\*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
<b>General:</b>				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	X	
Proposals Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application (SPO-H-200A)	Section 3, RFP	SPO Website*	X	
Tax Clearance Certificate (Form A-6)	Section 1, RFP	SPO Website*		
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*	X	
SPO-H-205A	Section 3, RFP	SPO Website*		
SPO-H-205B	Section 3, RFP	SPO Website*		
SPO-H-206A	Section 3, RFP	SPO Website*	X	
SPO-H-206B	Section 3, RFP	SPO Website*	X	
SPO-H-206C	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206D	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206E	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206F	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206I	Section 3, RFP	SPO Website*	if applicable	
SPO-H-206J	Section 3, RFP	SPO Website*	if applicable	
<b>Certifications:</b>				
<b>Federal Certifications</b>	Section 1, RFP	Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace Requirements		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
<b>Program Specific Requirements:</b>				

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



# Attachment B

## Proposal Application Identification Form, Application, and Sample Table of Contents

STATE OF HAWAII  
**THE JUDICIARY**

FOR OFFICE USE

JUD APP NO. \_\_\_\_\_

**PROPOSAL APPLICATION IDENTIFICATION FORM**  
**RESPONSE TO RFP NO. J07106**

SVC SPEC. NO. / CODE / DESCRIPTION: \_\_\_\_\_

TITLE OF APPLICANT'S PROGRAM: \_\_\_\_\_

Check one:

☐ INITIAL PROPOSAL APPLICATION

☐ FINAL REVISED PROPOSAL (COMPLETED ITEMS \_\_\_\_\_ - \_\_\_\_\_ ONLY)

**1. APPLICANT INFORMATION:**

LEGAL NAME: \_\_\_\_\_

DBA: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

**2. CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION:**

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

e-mail \_\_\_\_\_

**3. TYPE OF BUSINESS ENTITY:**

- ☐ NON PROFIT CORPORATION    ☐ SOLE PROPRIETORSHIP  
☐ FOR PROFIT CORPORATION    ☐ PARTNERSHIP  
☐ LIMITED LIABILITY COMPANY

**4. STATE OF INCORPORATION (if applicable)**

**5. TAX IDENTIFICATION:**

FEDERAL TAX ID #: \_\_\_\_\_

STATE TAX ID #: \_\_\_\_\_

**6. GEOGRAPHIC AREA(S) APPLICANT IS ABLE TO SERVE:**

- ☐ East Hawai'i    ☐ Kaua'i  
☐ West Hawai'i    ☐ Leeward O'ahu  
☐ Maui    ☐ Central O'ahu  
☐ Moloka'i    ☐ Windward O'ahu  
☐ Lana'i    ☐ Honolulu

**7. TARGET GROUP(S) APPLICANT IS ABLE TO SERVE:**

- ☐ Infants and toddlers: 0-3 years of age  
☐ Children 3-5 years of age  
☐ Children: 5-10 years of age  
☐ Adolescents: 10-18 years of age  
☐ Adolescents & Adults: 18-21 years of age  
☐ Adults: 21-59+ years of age  
☐ Elders: 60+ years of age  
☐ Families  
☐ Other: \_\_\_\_\_

**8. FUNDING REQUEST:**

FY \_\_\_\_\_ \$ \_\_\_\_\_  
FY \_\_\_\_\_ \$ \_\_\_\_\_  
FY \_\_\_\_\_ \$ \_\_\_\_\_  
FY \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

**9. BUSINESS STATUS QUALIFICATION:**

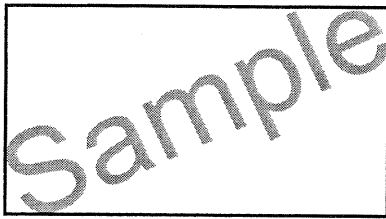
- ☐ Applicant is registered with the state procurement Office.  
☐ Applicant is not preregistered-form SPO-H-100A and required documentation is attached.

TYPE NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_  
authorized signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
date signed



Applicant:  
RFP No. & Service Spec. No:

## PROPOSAL APPLICATION

### I. Program Overview

### II. Experience and Capability

- A. Necessary Skills
- B. Experience
- C. Quality Assurance and Evaluation
- D. Coordination of Services
- E. Facilities

### III. Project Organization and Staffing

#### A. Staffing

- 1. Proposed Staffing.
- 2. Staff Qualifications

#### B. Project Organization

- 1. Supervision and Training
- 2. Organization Chart (Program & Organization-wide - attached)

### IV. Service Delivery

### V. Financial

#### A. Pricing Structure

The following budget form(s) are submitted with the Proposal Application:

- 1. SPO-H-205 Proposal Budget for FY 2008, 2009, 2010, 2011
- 2. SPO-H-206A Budget Justification - Personnel: Salaries & Wages
- 3. SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits
- 4. SPO-H-206C Budget Justification - Travel: Interisland
- 5. SPO-H-206E Budget Justification - Contractual Services - Administrative

#### B. Other Financial Related Materials

- 1. Financial Audit for fiscal year ended June 30, 2006.

### VI. Other

#### A. Litigation

#### B. Performance and Output Measurement Tables

#### C. Program Specific Requirements

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**B. Performance and Output Measurement Tables**

**C. Program Specific Requirements**

# Attachment C

## GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

(AG FORM 103F, Pursuant to Chapter 103F, HRS)

September, 2006

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## GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

### 1. Representations and Conditions Precedent

#### 1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

#### 1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

#### 1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 32K, Hawaii Revised Statutes, or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not



limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).

1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.

Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within ONE HUNDRED AND EIGHTY (180) days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this

Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.

- 1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

## 2. Documents and Files

### 2.1 Confidentiality of Material.

- 2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

- 2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.

- 2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.

- 2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

## 3. Relationship between Parties

- 3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's

work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.

- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
- 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the PROVIDER under this Contract, and the PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.
- 3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or

agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.

- 3.4.4 PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

### 3.5 Personnel Requirements.

- 3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.
- 3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

#### 4. Modification and Termination of Contract

##### 4.1 Modifications of Contract.

4.1.1 In Writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.

4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

4.2 Termination in General. This Contract may be terminated in whole or in part for a reduction in funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the

payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

## 5. Indemnification

- 5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
- 5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

## 6. Publicity

- 6.1 Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.
- 6.2 PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

## 7. Miscellaneous Provisions

- 7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.

- 7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.
- 7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.